

SALE OF EQUIPMENT OR RELEASE OF TECHNICAL DATA RELATING TO  
NUCLEAR PROPULSION OF NAVAL VESSELS

(a) The provisions of this clause supplement those invoked by the clause entitled "Transmission Abroad of Equipment or Technical Data". The terms in this clause have the same definitions as provided in the Clause entitled "Transmission Abroad of Equipment or Technical Data". All material/supplies relating to this solicitation/contract is considered Naval Nuclear Propulsion Information (NNPI). "Naval Nuclear Propulsion Information" is defined as that information concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance and repair of the propulsion plants of Naval nuclear powered ships, including the associated shipboard and shore-based nuclear support facilities. This information includes, but is not limited to, hardware, technical data and equipment.

(b) Notwithstanding any other provisions of this clause, this clause shall not apply (1) where the transmittal or authorization for the transmittal of NNPI is to be made pursuant to a contract or agreement to which the United States is a party, and (2) where the transmittal is to be of NNPI which the Contracting Officer had declared in writing to the contractor to be thereafter exempt from this clause.

(c) Irrespective of whether information or equipment is U.S. NNPI, or whether a company is doing business with the U.S. Naval Nuclear Propulsion Program, federal law prohibits supplying nuclear propulsion plant components or material to foreign interests without an approved export license under the International Traffic in Arms requirements and the Commodity Control List. Therefore, the contractor and all sub-tier contractors shall inform the contracting officer if they receive inquiries from any foreign or domestic source concerning providing information or producing components or material related to nuclear propulsion. Such notification should not be construed as relieving contractors or subcontractors of any notice requirements or obligations contained in federal law or construed as approval for export license which might be subsequently requested, not interpreted as a substitute for required export licenses.

(d) Further, the contractor shall immediately notify the contracting officer of any litigation, subpoenas, or other judicial requests which either seek or may result in the release of NNPI. In the event that a court or administrative order makes immediate review by the Contracting Officer impractical, the contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(e) The contracting agency reserves the right to audit contractor facilities for compliance with the above restrictions.

(f) Exceptions to these requirements may only be obtained with prior approval from the Contracting Officer.

(g) The contractor agrees to insert in all subcontracts under this contract or order provisions which shall conform substantially to the language of this clause, including this paragraph (g).

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